

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA**

IN THE MATTER OF:
RYAN and SANDRA LOGUE,
Debtor.

) CASE NO: 08-80512
)
)
)
)
)

CHAPTER 13

MOTION TO APPROVE SETTLEMENT

COME NOW the Debtors, Ryan and Sandra Logue, by and through their attorney, Wesley H. Bain, Jr., and moves the Court for an Order to Approve the Settlement. In support, the Debtors state as follows:

1. The Co-Debtor is involved in a class action lawsuit against General Collection Co. This lawsuit is cited in the Debtors' Schedule B (Cynthia L. Jenkins, on behalf of herself and all others similarly situated, Ada Howard, and Sandra Logue vs. General Collection Co., Mark D. Stelk and Richard E. Gee 08:06-CV743).

2. The settlement is for \$2,500.00 (see attached settlement authority).

3. Attorneys fees incurred on behalf of the co-debtor and other class members are NOT part of this settlement. Rather, attorney fees must be determined and awarded by further order of the United States District Court for the District of Nebraska.

WHEREFORE, Debtors move the Court for an Order approving the Settlement with General Collection Company in the amount of \$2,500.00 and for such other relief as may be proper.

DATED: June 30, 2009

Ryan and Sandra Logue, Debtors

By: /s/ Wesley H. Bain, Jr.
Wesley H. Bain, Jr., #23620
2580 S. 90th Street
Omaha, NE 68124
402-933-8600
402-934-2848 Facsimile
Attorney for Debtors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA**

IN THE MATTER OF:

RYAN LOGUE,
SANDRA LOGUE,

DEBTORS.

CASE NO: 08-80512

CHAPTER 13

NOTICE SETTING RESISTANCE DEADLINE

PURSUANT TO Neb. R. Bankr. P. 9013, You are notified as follows:

1. Wesley H. Bain, Jr., attorney for the above captioned debtor, has filed a Motion to Approve Settlement.
2. The last day to file a resistance to the Motion is July 20, 2009. The Resistance must be served on Debtors' counsel.
3. If the resistance period expires without the filing of any resistance, and declaration, the Court will consider entering an order granting the relief sought without further notice or hearing.

DATED: June 30, 2009

Ryan Logue and Sandra Logue,
Debtors.

By: /s/John T. Turco
Wesley H. Bain, Jr. #23620
2580 South 90th Street
Omaha, NE 68124
(402) 933-8600
facsimile 934-2848
DEBTORS' COUNSEL

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing MOTION TO APPROVE SETTLEMENT AND NOTICE SETTING RESISTANCE DEADLINE was served upon the below listed parties, via CM/ECF June 30, 2009.

U.S. Trustee's Office (ECF)

Kathleen A. Laughlin (ECF)
Chapter 13 Trustee

The following have been provided service via U.S. Mail, first class, on June 30, 2009:

See Attached Exhibit "A"

/s/ Wesley H. Bain, Jr.

AllTel
PO Box 94255
Palatine, IL 60094-4255

American Express
c/o Becket and Lee
Po Box 3001
Malvern, PA 19355

American Family Insurance -
PO Box 9462
Minneapolis, MN 55440

American Management Services
Pier 70
280 Alaskan Way, Suite 200
Seattle, WA 98121

Amscot Corporation
1 Lake Shore Drive
Palm Harbor, FL 34684

Amy Post, Esq.
1800 N.W. 49th Street, Suite 120
Fort Lauderdale, FL 33309

Angela M. Armstrong, Esq.
34950 US Hwy 19 N
Palm Harbor, FL 34684

Applied Card Bank
Attention: General Inquiries
Po Box 17125
Wilmington, DE 19850

Asset Acceptance
Po Box 2036
Warren, MI 48090

Bank Atlantic
PO Box 101120
Fort Lauderdale, FL 33310

Bill Me Later
PO Box 105658
Atlanta, GA 30348

Brad Ashby
9836 Seward St
Omaha, NE 68114

Bright House Networks
700 Carillon Pkwy
Saint Petersburg, FL 33716

Caine Weiner
PO Box 5010
Woodland Hills, CA 91365-5010

Capital I Bank
Attn: C/O TSYS Debt Management
Po Box 5155
Norcross, GA 30091

Carrington Mortgage
1610 E. St. Andrew Place B150
Santa Ana, CA 92705

Cfc Deficiency Recover
5225 Crooks Rd Ste 140
Troy, MI 48098

Chase Na
Attn: Bankruptcy Dept
Po Box 100018
Kennesaw, GA 30156

ChexSystems
Consumer Relations
7805 Hudson Road, Suite 100
Woodbury, MN 55125

Circuit City Stores Inc.
PO Box 100044
Kennesaw, GA 30156-9244

Coastline Emergency Physicians
PO Box 41694
Philadelphia, PA 19101

Countryside Surgery Center
3291 McMullen Booth Road N
Clearwater, FL 33761

Credit Management
4200 International Pwy
Carrollton, TX 75007

Dennis P. Lee (Ford Motor Credit)
Attorney at Law
P.O. Box 45947
Omaha, NE 68145-0947

Diversified Consultants Inc
PO Box 551268
Jacksonville, FL 32255

Doctors Walk-In Clinic
26812 US Hwy 19 N
Clearwater, FL 33761

Douglas County Attorney
428 Hall of Justice
Omaha, NE 68183

Douglas County Treasurer
HO3 Civic Center
1819 Farnam Street
Omaha, NE 68183-0003

Elmwood Pharmacy
808 South 52nd Street
Omaha, NE 68106

Fac/nab
Attn: ABK Unit
Po Box 198988
Nashville, TN 37219

First Eye Associates
8111 Dodge St. 118
Omaha, NE 68114

Florida Department of Corrections
Court Ordered Payments
Centerville Station
PO Box 12300
Tallahassee, FL 32317

Florida Sports Orthopaedic Spine Medic
3890 Tampa Road, Ste 202
Palm Harbor, FL 34684

Ford Motor Credit
12110 Emmett St
Omaha, NE 68154

Gail Smyth
1508 Michigan Blvd
Dunedin, FL 34698

Gregg Young Chevrolet
17750 Burt St
Omaha, NE 68118

Growing Room Enrichment Center
2470 Curlew Road
Clearwater, FL 33761

Home Depot Credit Services
Processing Center
Des Moines, IA 50364

HSBC Auto Finance
Bankruptcy Notices
Po Box 17909
San Diego, CA 92177

Hsbc Bank
Attn: Bankruptcy
Po Box 5253
Carol Stream, IL 60197

InnoVision Eye Care Eyewear
33649 U.S. Hwy 19 N
Palm Harbor, FL 34684

Internal Revenue Service
P.O. Box 21126
Philadelphia, PA 19114

James N Casesa
3845 5th Ave N
Saint Petersburg, FL 33713

Jennifer T. Harley, Esq.
2775 Sunny Isles Blvd, Ste 100
North Miami Beach, FL 33160

John T. Rogers, Atty at Law
17445 Arbor Street, Ste 300
Omaha, NE 68130

JPMorganChase - Legal Dept.
c/o Philip A. Orsi, Esq or Lisa Eiss, Esq
1191 East Newport Center Drive, Ste 101
Deerfield Beach, FL 33442

Katherine Mundt
1516 Tangerine St
Clearwater, FL 33756

Ken Burke
315 Court Street
Clearwater, FL 33756

Kirk Brumbaugh
4885 S. 118th Street
Suite 100
Omaha, NE 68135

Knology Incorporated
3001 Gandy Blvd N
Pinellas Park, FL 33782

Kohl's Pharmacy
5000 Dodge Street
Omaha, NE 68132

Kohls
Attn: Recovery
Po Box 3120
Milwaukee, WI 53201

Kolbeck, Nabity Bossert OBGYN LLC
17001 Lakeside Hills Plaza Ste. 100
Omaha, NE 68130-4670

Lvny Funding Llc
Po Box 740281
Houston, TX 77274

M.I. Yamani, MD, PA
1745 South Highland Avenue
Clearwater, FL 33756

Maf Collection Service
134 S Tampa St
Tampa, FL 33602

Magnum
1403 Foulk Road Ste 203
Wilmington, DE 19803

Marvin Solomon, Esq.
PO Box 3275
Tampa, FL 33601

Mcb Collection Service
2066 14 Ave Suite 200
Vero Beach, FL 32961

Mease Dunedin Hospital
601 Main St
Dunedin, FL 34698

Methodist Health Systems
PO Box 2797
Omaha, NE 68103

Methodist Hospital
8303 Dodge Street
Omaha, NE 68114

Michael R. Cleaveland, Esquire
PO Box 53197
Jacksonville, FL 32201

Midland Credit Mgmt
8875 Aero Dr Ste 200
San Diego, CA 92123

Nationwide Credit, Inc.
QVC Inc Easy Pay
2015 Vaughn Rd, Suite 400
Kennesaw, GA 30144

NCO - Medclr
507 Prudential Rd
Horsham, PA 19044

Nco Fin /27
507 Prudential Rd
Horsham, PA 19044

Nebraska Furniture Mart
Attn: Legal Dept
700 S 72nd St
Omaha, NE 68103

New Centry Mortgage
18400 Von Karman, Ste 1000
Irvine, CA 92612

Northwood Anesthesia Associates, LLC
PO Box 862810
Orlando, FL 32886

Osi Collect
Po Box 551075
Jacksonville, FL 32255

Pathology Partners, Inc.
PO Box 222281
Dallas, TX 75222

Paycheck Advance
9939 Redick Circle, Ste. 3
Omaha, NE 68122

PayDay Loans Today
Check Express.com Inc
777 N. Rainbow Blvd., Suite 250
Las Vegas, NV 89107

Payday Select
2207 Concord Pike 607
Wilmington, DE 19803

Progress Energy
PO Box 33199
Saint Petersburg, FL 33733

Quest Diagnostics Inc.
PO Box 41652
Philadelphia, PA 19101-1652

Rebecca Butinski-Mozak
1182 Promise Land Road
Olean, NY 14760

Regional Rehab Services
4705 Alt 19, Ste A
Palm Harbor, FL 34683

Service Finance Company
1956 NE 5th Ave, Ste 8
Boca Raton, FL 33431

Shadow Run Apartments
12001 Belcher Rd S
Largo, FL 33773

Sprint
PO Box 4191
Carol Stream, IL 60197-4191

St. Andrew s Child Enrichment Center
15050 West Maple Road
Omaha, NE 68116

St. John s Insurance Company
PO Box 1779
Columbia, SC 29202

Sunstar Emergency Medical Services
PO Box 31074
Tampa, FL 33631

SunTrust Bank
PO Box 622227
Orlando, FL 32862

Tampa Bay Regional Surgery Center
7300 Bryan Dairy Rd Ste 495
Largo, FL 33777

Target
Po Box 9475
Minneapolis, MN 55440

Tedora Butinski
3036 Route 16 North
Olean, NY 14760

Terrance Nelson
810 2nd Street
PO Box 135
Yutan, NE 68073

The Best Service Co/ca
10780 Santa Monica Blvd
Los Angeles, CA 90025

The Nebraska Medical Center
PO Box 3839
Omaha, NE 68103-0839

Timothy Grogan
4900 Manatee Avenue West, Ste. 101
Bradenton, FL 34209

Wells Fargo Financial
4650 S. 24th Street, 2nd Floor
Omaha, NE 68107-1818

West Asset
2703 N Highway 75
Sherman, TX 75090

West Healthcare Recciv
101 Convention Center St
Las Vegas, NV 89109

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

The parties collectively referred to as the Defendants, consisting of General Collection Co., Mark Stelk, and Richard Gee, enter into this Mutual Release and Settlement Agreement with Plaintiffs Cynthia L. Jenkins, Ada Howard, and Sandra Logue. The Defendants are released from the claims of this lawsuit, set out in detail below, and agree to the terms stated herein with regard to ceasing certain of their debt collection practices, which have been the subject of this lawsuit.

The undersigned, Cynthia L. Jenkins, for the consideration of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) paid to her, the receipt of which is acknowledged, and the covenants and agreements set forth in this Mutual Release and Settlement Agreement, does release and forever discharge General Collection Co., Mark D. Stelk and Richard E. Gee and their past, present and future agents, representatives, employees, attorneys, insurers, and all other persons, firms, associations and corporations of and from any and all actions, claims and demands, including claims or actions for contribution or indemnity of whatever nature now existing or which may hereafter arise out of the acts of the parties released or their agents, employees and representatives regarding any and all collection efforts of any kind concerning sums allegedly owed by the undersigned. This release includes those claims asserted or which could have been asserted by Plaintiff Cynthia L. Jenkins against the Defendants in the action entitled *Cynthia L. Jenkins, Ada Howard and Sandra Logue v. General Collection Co., Mark D. Stelk and Richard E. Gee*, United States District Court, District of Nebraska, File No. 8:06-CV-743. This Mutual Release and Settlement Agreement includes any consequences and damages thereof now existing or which may develop, whether or not such consequences and damages are known or anticipated, arising from the transactions which are the subject of the referenced

litigation. It is also understood and agreed that the Plaintiffs reserve their claims for attorneys' fees and costs pursuant to Paragraph 5 herein.

The undersigned, Ada Howard, for the consideration of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) paid to her, the receipt of which is acknowledged, and the covenants and agreements set forth in this Mutual Release and Settlement Agreement, does release and forever discharge General Collection Co., Mark D. Stelk and Richard E. Gee and their past, present and future agents, representatives, employees, attorneys, insurers, and all other persons, firms, associations and corporations of and from any and all actions, claims and demands, including claims or actions for contribution or indemnity of whatever nature now existing or which may hereafter arise out of the acts of the parties released or their agents, employees and representatives regarding any and all collection efforts of any kind concerning sums allegedly owed by the undersigned. This release includes those claims asserted or which could have been asserted by Plaintiff Ada Howard against the Defendants in the action entitled *Cynthia L. Jenkins, Ada Howard and Sandra Logue v. General Collection Co., Mark D. Stelk and Richard E. Gee*, United States District Court, District of Nebraska, File No. 8:06-CV-743. This Mutual Release and Settlement Agreement includes any consequences and damages thereof now existing or which may develop, whether or not such consequences and damages are known or anticipated, arising from the transactions which are the subject of the referenced litigation. It is also understood and agreed that the Plaintiffs reserve their claims for attorneys' fees and costs pursuant to Paragraph 5 herein.

The undersigned, Sandra Logue, for the consideration of Two Thousand Three Hundred Thirty Five and 60/100 Dollars (\$2,335.60) paid to her, the receipt of which is acknowledged, and the covenants and agreements set forth in this Mutual Release and Settlement Agreement,

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does release and forever discharge General Collection Co., Mark D. Stelk and Richard E. Gee and their past, present and future agents, representatives, employees, attorneys, insurers, and all other persons, firms, associations and corporations of and from any and all actions, claims and demands, including claims or actions for contribution or indemnity of whatever nature now existing or which may hereafter arise out of the acts of the parties released or their agents, employees and representatives regarding any and all collection efforts of any kind concerning sums allegedly owed by the undersigned. This release includes those claims asserted or which could have been asserted by Plaintiff Sandra Logue against the Defendants in the action entitled *Cynthia L. Jenkins, Ada Howard and Sandra Logue v. General Collection Co., Mark D. Stelk and Richard E. Gee*, United States District Court, District of Nebraska, File No. 8:06-CV-743. This Mutual Release and Settlement Agreement includes any consequences and damages thereof now existing or which may develop, whether or not such consequences and damages are known or anticipated, arising from the transactions which are the subject of the referenced litigation. It is also understood and agreed that the Plaintiffs reserve their claims for attorneys' fees and costs pursuant to Paragraph 5 herein.

The undersigned parties further acknowledge:

1. That no promise or agreement not set forth herein has been made as consideration for this Release, and that the signing thereof has not been induced by any representation of the parties released, or by anyone in their behalf, concerning the nature, extent or duration of the damages sustained, or any other matter.
2. That the parties released have denied liability, and that the payment acknowledged in this document and the agreement to cease and desist certain practices described herein was made without admissions of liability and received in discharge, compromise, settlement and satisfaction of all actions, claims and demands heretofore described.
3. This Mutual Release and Settlement Agreement is freely executed by the undersigned individuals and entities after full and adequate opportunity to confer with their respective legal counsel. The undersigned understands that the language of this Release constitutes

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a full and final discharge of any and all claims against those parties released, and she has not relied upon any contrary representations or advice as to such affect.

4. The undersigned plaintiffs, Cynthia L. Jenkins and Ada Howard are not now in any form of bankruptcy or assignment for the benefit of creditors and no trustee in bankruptcy or assignee for the benefit of creditors has any right to undersigned's claim hereby released. Plaintiff Sandra Logue has filed for bankruptcy protection and payment of liabilities, Sandra Logue will take all steps necessary to obtain approval from the bankruptcy court and trustee to obtain her settlement and release of this matter.
5. Plaintiffs' counsel have asserted a claim for reasonable attorneys' fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) of the FDCPA and Neb. Rev. Stat. § 59-1609 of the NCPA. Defendants do not contest the Plaintiffs' right to reasonable attorneys' fees. Counsel for the parties have endeavored to resolve the appropriate amount of said attorney fees/costs through settlement negotiations but are unable to do so. Therefore, said attorney fees/costs claim will first be brought before the district court through a motion by plaintiffs' attorneys pursuant to all applicable Rules of Procedure and local rules and order of the court. If any court determines that there is insufficient authority to award reasonable attorneys' fees for whatever reason plaintiffs then have the option to revoke the settlement agreement or enforce only the award of attorneys' fees in a court of competent jurisdiction. The parties further agree that any award of attorneys' fees/costs may be appealed in accord with and pursuant to applicable Rules of Procedure should any party so desire.
6. In consideration for Cynthia L. Jenkin's, Ada Howard's and Sandra Logue's release of the claims in the lawsuit, General Collection Co., Mark Stelk, and Richard Gee and each of them individually agree that they shall not now and in the future file county court complaints which state a claim for materials and or services provided for claims that are actually based on receivables nor collect or seek to collect statutory attorney's fees for claims that are actually based on receivables.
7. The Defendants will not raise as a defense, or argument on appeal, to Plaintiffs' motion for attorneys' fees and costs that Plaintiffs are not prevailing parties under the FDCPA and the NCPA in this lawsuit.
8. The Defendants acknowledge and agree that the case filed by Defendant Gee on behalf of Defendant General Collection Co., in the County Court for Douglas County Nebraska, against plaintiff Cynthia L. Jenkins at Case No.: CI 04-20215, has been or shall be satisfied and dismissed with prejudice in favor of Cynthia L. Jenkins by the Defendants.
9. The Defendants acknowledge and agree that the case filed by Defendant Gee on behalf of Defendant General Collection Co., in the County Court for Douglas County Nebraska, against plaintiff Ada Howard at Case No.: CI 05-20860, has been or shall be satisfied and dismissed with prejudice in favor of Ada Howard by the Defendants.

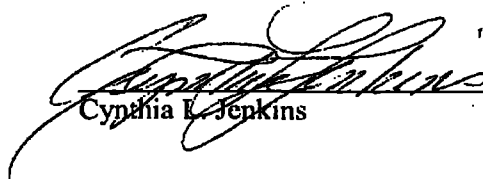
6/29/2009 187

10. The Defendants acknowledge and agree that the case filed by Defendant Gee on behalf of Defendant General Collection Co., in the County Court for Douglas County Nebraska, against plaintiff Sandra Logue at Case No.: CI 06-6453, has been or shall be satisfied and dismissed with prejudice in favor of Sandra Logue by the Defendants.

This Mutual Release and Settlement Agreement shall bind the signer, her / his / its heirs, next-of-kin, executors, administrators, successors or assigns, and shall inure to the benefit of the parties released, their agents, representatives, employees, insurers, and all other persons, firms, associations, corporations, successors and assigns.

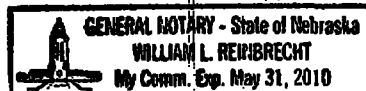
This Mutual Release and Settlement Agreement may be executed in counterparts, at various times and at various places by the Parties. Each execution shall be deemed an original, but all such executions together will constitute one and the same agreement.

The undersigned Cynthia L. Jenkins has carefully read this Mutual Release and Settlement Agreement and understands and agrees to all of its terms.


Cynthia L. Jenkins

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

Before me, a notary public for and within the above county and state, this 17th day of April, 2009, personally appeared Cynthia L. Jenkins, known to me to be the person named in and who executed the above release, and she acknowledged to me that she executed the same as her free act and deed.



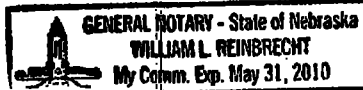

Notary Public

The undersigned Ada Howard has carefully read this Mutual Release and Settlement Agreement and understands and agrees to all of its terms.

Ada Howard
Ada Howard

STATE OF Nebraska)
COUNTY OF Douglas) ss.

Before me, a notary public for and within the above county and state, this 8th day of April, 2009, personally appeared Ada Howard, known to me to be the person named in and who executed the above release, and she acknowledged to me that she executed the same as her free act and deed.



William L. Reinbrecht
Notary Public

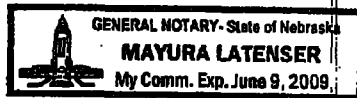
6/29/2009 189

The undersigned Sandra Logue has carefully read this Mutual Release and Settlement Agreement and understands and agrees to all of its terms.

STATE OF Nebraska,
COUNTY OF Douglas) ss.

Sandra L. Logue
Sandra Logue

Before me, a notary public for and within the above county and state, this 14th day of April, 2009, personally appeared Sandra Logue, known to me to be the person named in and who executed the above release, and she acknowledged to me that she executed the same as her free act and deed.



[Signature]
Notary Public

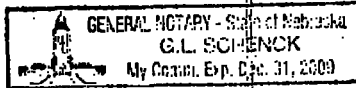
6/29/2009 11:55

The undersigned Officer of General Collection Co. is of lawful authority to sign on behalf of General Collection Co., and has carefully read this Mutual Release and Settlement Agreement and understands and agrees to all of its terms.

Mark Stalk
Officer, General Collection Co.

STATE OF Nebraska)
COUNTY OF Hall) ss.

Before me, a notary public for and within the above county and state, this 8th day of April, 2009, personally appeared Mark Stalk an officer of General Collection Co., a person known to me to be the person named in and who executed the above Mutual Release and Settlement Agreement, and acknowledged to me that she / he executed the same as her / his free act and deed.



G.L. Schenck
Notary Public

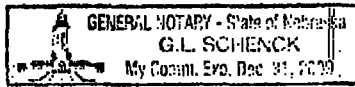
6/29/2009 10:11

The undersigned individual, Mark D. Stelk, has carefully read this Mutual Release and Settlement Agreement and understands and agrees to all of its terms.

Mark D. Stelk
Mark D. Stelk.

STATE OF Nebraska) ss.
COUNTY OF Hall)

Before me, a notary public for and within the above county and state, this 8th day of April, 2009, personally appeared Mark D. Stelk, known to me to be the person named in and who executed the above Mutual Release and Settlement Agreement, and he acknowledged to me that he executed the same as his free act and deed.



G.L. Schenck
Notary Public

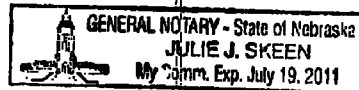
6/29/2009 192

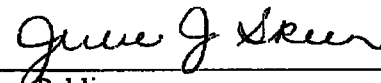
The undersigned individual, Richard E. Gee, has carefully read this Mutual Release and Settlement Agreement and understands and agrees to all of its terms.


Richard E. Gee

STATE OF Nebraska)
) ss.
COUNTY OF Hall)

Before me, a notary public for and within the above county and state, this 21st day of April, 2009, personally appeared Richard E. Gee, known to me to be the person named in and who executed the above Mutual Release and Settlement Agreement, and he acknowledged to me that he executed the same as his free act and deed.




Notary Public

UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA

Cynthia L. Jenkins, Sandra Logue, and)	
Ada Howard, On Behalf of Themselves)	Case No. 8:06-CV-743
and All Others Similarly Situated,)	
)	
Plaintiffs,)	STIPULATION FOR
)	ORDER FOLLOWING
vs.)	SETTLEMENT
)	
General Collection Co., Mark D. Stelk, &)	
Richard E. Gee,)	
)	
Defendants.)	

The parties to this action by their respective counsel hereby stipulate as follows:

1. That the parties have reached a compromise resolution of all disputed claims in this lawsuit, except for Plaintiffs' claims for attorneys' fees and costs. The specific settlement terms are set forth in a separate document executed by all parties is attached hereto. Defendants do not admit any liability, and all liability is denied.

2. That by agreement of the parties the Plaintiffs shall move for their reasonable attorneys' fees and costs as provided for under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (FDCPA), pursuant to 15 U.S.C. § 1692k(a)(3), and the Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59-

1601 et seq. (NCPA). Plaintiffs' motion shall be submitted as outlined by the procedures set forth in Fed.R.Civ.P. 54(d) within thirty (30) days of the court's entry of an order approving this stipulation.

3. In the event any court finds that the terms of the settlement agreement attached hereto are an insufficient basis for the award of Plaintiffs' attorneys' fees and costs, the parties agree that the Plaintiffs may enforce only the award of fees in a court of competent jurisdiction, or at Plaintiffs' option, may declare that no settlement has been reached and resume litigation in federal court.

4. For purposes of Plaintiffs' motion for attorneys' fees and costs, Defendants will not raise as a defense to the motion, or on appeal of the district court order awarding attorneys' fees and costs, any argument that Plaintiffs are not "prevailing parties" under the FDCPA and the NCPA in this lawsuit.

Dated this ____ day of April 2009.

Cynthia L. Jenkins, Sandra Logue and
Ada Howard, On Behalf of Themselves and
All Others Similarly Situated, Plaintiffs,

By: _____
William L. Reinbrecht, #20138
Pamela A. Car, #18770
Car & Reinbrecht, P.C., LLO
8720 Frederick Street, Suite 105
Omaha, NE 68124
1 (402) 391-8484

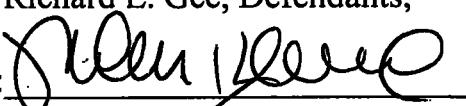
1 (402) 391-1103 - Fax
E-mail: pacwlr@earthlink.net

O. Randolph Bragg
Craig M. Shapiro
Horwitz, Horwitz & Associates
25 East Washington Street, Suite 900
Chicago, IL 60602
1 (312) 372-8822
1 (312) 372-1673 - Fax

Charles M. Delbaum
National Consumer Law Center
77 Summer Street, 10th Floor
Boston, MA 02110-1006
1 (617) 542-8010
1 (617) 542-8028 - Fax
Attorneys for the Plaintiffs

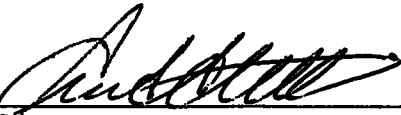
General Collection Co., Mark D. Stelk, &
Richard E. Gee, Defendants,

By:


Michael A. Klutho
Christopher R. Morris
BASSFORD REMELE
33 South Sixth Street, Suite 3800
Minneapolis, MN 55402-3707
1 612 333-3000

John A. Svoboda
GROSS & WELCH, P.C., LLO
1500 Omaha Tower
2120 South 72nd Street
Omaha, NE 68124
1 402 392-1500
Attorneys for Defendants General

Collection Co. and Mark D. Stelk

By: 
Galen E. Stehlik
Lauritsen, Brownell, Brostrom, Stehlik,
Meyers & Daugherty, P.C., LLO
724 W. Koenig Street
P.O. Box 400
Grand Island, NE 68802
Attorneys for Defendant Richard E. Gee

Certificate of Service

I hereby certify that on April __, 2009, I electronically filed the foregoing with the Clerk of court using the CM/ECF system which will send notification of such filing to the following:

John A. Svoboda
GROSS & WELCH, P.C., LLO
1500 Omaha Tower
2120 South 72nd Street
Omaha, NE 68124

Michael A. Klutho
Christopher R. Morris
BASSFORD REMELE
33 South Sixth Street, Suite 3800
Minneapolis, MN 55402-3707

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